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19 *Attorneys for Defendants*  
 20 UBER TECHNOLOGIES, INC., RASIER, LLC,  
 21 And RASIER-CA, LLC

22  
 23 **UNITED STATES DISTRICT COURT**  
 24  
 25 **NORTHERN DISTRICT OF CALIFORNIA**  
 26  
 27 **SAN FRANCISCO DIVISION**

28  
 29 IN RE: UBER TECHNOLOGIES, INC.,  
 30 PASSENGER SEXUAL ASSAULT  
 31 LITIGATION

32  
 33 This Document Relates to:

34  
 35 *J.E. v. Uber Technologies, Inc. et al.,*  
 36 *No. 3:24-cv-03335*

37  
 38 Case No. 3:23-md-03084-CRB

39  
 40 **ANSWER TO AMENDED BELLWETHER**  
 41 **COMPLAINT AND DEMAND FOR JURY**  
 42 **TRIAL**

43  
 44 Judge: Hon. Lisa J. Cisneros  
 45 Courtroom: G – 15th Floor

1 Defendants Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC (together, “Uber” or  
 2 “Defendants”) make the following response to Plaintiff’s Amended Bellwether Complaint and Demand  
 3 for Jury Trial (“Complaint”):

4 **I. Designated Forum**

5 **RESPONSE TO PARAGRAPH NO. 1:**

6 Uber admits that Plaintiff has identified the Northern District of California as the Federal District  
 7 Court in which the Plaintiff would have filed in the absence of direct filing.

8 **II. Identification of Parties**

9 **RESPONSE TO PARAGRAPH NO. 2:**

10 Uber admits that Plaintiff has identified herself as J.E. Uber is without knowledge or information  
 11 sufficient to form a belief as to the truth of the other allegations in Paragraph 2 of the Complaint and  
 12 therefore denies same.

13 **RESPONSE TO PARAGRAPH NO. 3:**

14 Uber admits that Plaintiff has represented that she resides in Troy, Oakland County, Michigan.

15 **RESPONSE TO PARAGRAPH NO. 4:**

16 Defendants admit that Plaintiff has brought the above-captioned lawsuit against Uber  
 17 Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC but denies Plaintiff is entitled to relief from any  
 18 Defendant.

19 **RESPONSE TO PARAGRAPH NO. 5:**

20 Uber is without knowledge or information sufficient to form a belief as to the truth of the  
 21 allegations in Paragraph 5 of the Complaint as stated and therefore denies same.

22 **RESPONSE TO PARAGRAPH NO. 6:**

23 Uber admits that Plaintiff had access to the rider version of the Uber app at the time of the incident  
 24 forming the basis of this lawsuit. Uber is without knowledge or information sufficient to form a belief as  
 25 to the truth of the other allegations in Paragraph 6 of the Complaint as stated and therefore denies same.

1 **RESPONSE TO PARAGRAPH NO. 7:**

2       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
3 allegations in Paragraph 7 of the Complaint as stated and therefore denies same.

4 **RESPONSE TO PARAGRAPH NO. 8:**

5       Uber admits an individual named Faris Halata had access to the driver version of the Uber app on  
6 December 7, 2022. Uber is without knowledge or information sufficient to form a belief as to the truth of  
7 the remaining allegations in Paragraph 8 of the Complaint as stated and therefore denies same.

8 **RESPONSE TO PARAGRAPH NO. 9:**

9       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
10 allegations in Paragraph 9 of the Complaint as stated and therefore denies same.

11 **RESPONSE TO PARAGRAPH NO. 10:**

12       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
13 allegations in Paragraph 10 of the Complaint as stated and therefore denies same.

14 **RESPONSE TO PARAGRAPH NO. 11:**

15       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
16 allegations in Paragraph 11 of the Complaint as stated and therefore denies same.

17 **RESPONSE TO PARAGRAPH NO. 12:**

18       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in Paragraph 12 of the Complaint as stated and therefore denies same.

20 **RESPONSE TO PARAGRAPH NO. 13:**

21       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
22 allegations in Paragraph 13 of the Complaint as stated and therefore denies same.

23 **RESPONSE TO PARAGRAPH NO. 14:**

24       Uber is without knowledge or information sufficient to form a belief as to the truth of the  
25 allegations in Paragraph 14 of the Complaint as stated and therefore denies same.

**1 RESPONSE TO PARAGRAPH NO. 15:**

2 Uber is without knowledge or information sufficient to form a belief as to the truth of the  
 3 allegations in Paragraph 15 of the Complaint as stated and therefore denies same.

**4 RESPONSE TO PARAGRAPH NO. 16:**

5 Uber respectfully refers to any such feedback for its complete contents and denies any  
 6 characterizations of the referenced material in Paragraph 16 of the Complaint. Uber denies the remaining  
 7 allegations in this Paragraph.

**8 RESPONSE TO PARAGRAPH NO. 16a:**

9 Uber admits that it received a communication from a rider on November 4, 2017 and that selected  
 10 portions of that communication and Uber's response are excerpted or paraphrased in Paragraph 16a of the  
 11 Complaint. Uber respectfully refers to any such communication for its complete contents and denies any  
 12 characterizations of the referenced material in Paragraph 16a of the Complaint. Uber denies the remaining  
 13 allegations in this Paragraph.

**14 RESPONSE TO PARAGRAPH NO. 16b:**

15 Uber admits that it received a communication from a rider on November 12, 2017 and that selected  
 16 portions of that communication and Uber's response are excerpted or paraphrased in Paragraph 16b of the  
 17 Complaint. Uber respectfully refers to any such communication feedback for its complete contents and  
 18 denies any characterizations of the referenced material in Paragraph 16b of the Complaint. Uber denies  
 19 the remaining allegations in this Paragraph.

**20 RESPONSE TO PARAGRAPH NO. 16c:**

21 Uber admits that it received a communication from a rider on February 17, 2019 and that selected  
 22 portions of that communication and Uber's response are excerpted or paraphrased in Paragraph 16c of the  
 23 Complaint. Uber respectfully refers to any such communication for its complete contents and denies any  
 24 characterizations of the referenced material in Paragraph 16c of the Complaint. Uber denies the remaining  
 25 allegations in this Paragraph.

**1 RESPONSE TO PARAGRAPH NO. 16d:**

2 Uber admits that it received a communication from a rider on February 27, 2019 and that selected  
 3 portions of that communication and Uber's response are excerpted or paraphrased in Paragraph 16d of the  
 4 Complaint. Uber respectfully refers to any such communication for its complete contents and denies any  
 5 characterizations of the referenced material in Paragraph 16d of the Complaint. Uber denies the remaining  
 6 allegations in this Paragraph.

**7 RESPONSE TO PARAGRAPH NO. 16e:**

8 Uber admits that it received a communication from a rider on March 31, 2019 and that selected  
 9 portions of that communication and Uber's response are excerpted or paraphrased in Paragraph 16e of the  
 10 Complaint. Uber respectfully refers to any such communication for its complete contents and denies any  
 11 characterizations of the referenced material in Paragraph 16e of the Complaint. Uber denies the remaining  
 12 allegations in this Paragraph.

**13 RESPONSE TO PARAGRAPH NO. 17:**

14 Uber denies the allegations in Paragraph 17 of the Complaint.

**15 III. Causes of Action Asserted****16 RESPONSE TO PARAGRAPH NO. 18:**

17 Paragraph 18 of the Complaint is not directed to Uber and does not require a response. To the extent a response is required, Uber denies that Plaintiff is entitled to relief under any of the claims identified in this paragraph.

**20 IV. Additional Allegations in Support of Fraud and Misrepresentation Claim****21 RESPONSE TO PARAGRAPH NO. 19:**

22 Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint as stated and therefore denies same.

**24 RESPONSE TO PARAGRAPH NO. 20:**

25 Uber denies the allegations in Paragraph 20 of the Complaint.

**26 RESPONSE TO PARAGRAPH NO. 21:**

27 Uber denies the allegations in Paragraph 21 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 22:**

2 Uber denies the allegations in Paragraph 22 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 23:**

4 Uber denies the allegations in Paragraph 23 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 24:**

6 Uber is without knowledge or information sufficient to form a belief as to the truth of the  
7 allegations in Paragraph 24 of the Complaint as stated and therefore denies same.

**RESPONSE TO PARAGRAPH NO. 25:**

9 Uber denies the allegations in Paragraph 25 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 26:**

11 Uber denies the allegations in Paragraph 26 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 27:**

13 Uber denies the allegations in Paragraph 27 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 28:**

15 Uber is without knowledge or information sufficient to form a belief as to the truth of the  
16 allegations in Paragraph 28 of the Complaint as stated and therefore denies same.

**V. Additional Allegations in Support of Products Liability Claims****RESPONSE TO PARAGRAPH NO. 29:**

19 Uber denies the allegations in Paragraph 29 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 30:**

21 Uber denies the allegations in Paragraph 30 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 31:**

23 Uber denies the allegations in Paragraph 31 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 32:**

25 Uber denies the allegations in Paragraph 32 of the Complaint.

**RESPONSE TO PARAGRAPH NO. 33:**

27 Uber denies the allegations in Paragraph 33 of the Complaint.

1 **RESPONSE TO PARAGRAPH NO. 34:**

2 Uber denies the allegations in Paragraph 34 of the Complaint.

3 **RESPONSE TO PARAGRAPH NO. 35:**

4 Uber denies the allegations in Paragraph 35 of the Complaint.

5 **RESPONSE TO PARAGRAPH NO. 36:**

6 Uber is without knowledge or information sufficient to form a belief as to the truth of the  
7 allegations in Paragraph 36 of the Complaint and therefore denies the same.

8 **RESPONSE TO PARAGRAPH NO. 37:**

9 Uber denies the allegations in Paragraph 37 of the Complaint.

10 **RESPONSE TO PARAGRAPH NO. 38:**

11 Uber denies the allegations in Paragraph 38 of the Complaint.

12 **RESPONSE TO PARAGRAPH NO. 39:**

13 Uber denies the allegations in Paragraph 39 of the Complaint.

14 **RESPONSE TO PARAGRAPH NO. 40:**

15 Uber denies the allegations in Paragraph 40 of the Complaint.

16 **RESPONSE TO PARAGRAPH NO. 41:**

17 Uber denies the allegations in Paragraph 41.

18 **RESPONSE TO PARAGRAPH NO. 42:**

19 Uber denies the allegations in Paragraph 42 of the Complaint.

20 **RESPONSE TO PARAGRAPH NO. 43:**

21 Uber denies the allegations in Paragraph 43 of the Complaint.

22 **RESPONSE TO PARAGRAPH NO. 44:**

23 Uber denies the allegations in Paragraph 44 of the Complaint.

24 **RESPONSE TO PARAGRAPH NO. 45:**

25 Uber denies the allegations in Paragraph 45 of the Complaint.

## **AFFIRMATIVE & OTHER DEFENSES**

1. *Intervening/superseding criminal act.* The damages of which Plaintiff complains were proximately caused or contributed to by the criminal acts of other persons.
2. *Failure to join indispensable parties.* Plaintiff's claims are barred by her failure to join parties who are necessary and indispensable, including the driver who allegedly committed the acts giving rise to her lawsuit.
3. *Good faith.* Defendants acted in good faith, dealt fairly with Plaintiff, and gave adequate warnings to Plaintiff with regard to all known or reasonably knowable risks associated with the use of the Uber service.
4. *Independent contractor.* Plaintiff's claims are barred, in whole or in part, under the independent contractor defense, as the driver alleged to have committed the acts giving rise to this lawsuit was independently responsible for his own means, methods, and actions.
5. *Apportionment of fault/comparative fault.* Any alleged damages awarded to Plaintiff must be apportioned according to the respective fault of the parties, persons and entities who contributed to Plaintiff's supposed losses or injuries.
6. *Consent/assumption of risk.* Plaintiff consented to the use of the Uber service knowing the nature and potential risks surrounding that service.
7. *Offset/failure to mitigate damages.* Plaintiff is not entitled to recover any damages due to her own failure to take reasonable efforts to mitigate the amount of those damages. And to the extent she has mitigated her damages, the costs incurred by Plaintiff were (or will be) borne, in whole or in part, from collateral sources, including through insurance.
8. *Joint and several liability.* Any liability for any non-economic damages awarded to Plaintiff must be limited by California Civil Code § 1431.2, which limits Uber's responsibility to its proportionate share of those damages.
9. *Prior release/limitation of liability and damages (Terms of Use).* Plaintiff's claims are barred by a prior release of all claims pursuant to Uber's Terms of Use, which disclaim any liability or damages resulting from the actions of third-party drivers.

1 10. *Abstention*. The Court should abstain from adjudicating Plaintiff's claims in deference to the  
 2 limitations provided by California Public Utilities Code Section 1759.

3 **JURY TRIAL DEMANDED**

4 Defendants hereby demand a trial by jury on all issues so triable.

5  
 6 DATED: September 2, 2025

Respectfully submitted,

7  
 8 /s/Laura Vartain Horn  
 9  
 10 Laura Vartain Horn

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